

**JOINT STUDY SESSION  
CITY OF LOUISVILLE CITY COUNCIL  
&  
BOULDER VALLEY SCHOOL DISTRICT**

WEDNESDAY, FEBRUARY 4, 2015

7:30 A.M. – 9:00 A.M.

**Louisville Middle School**

1341 Main Street  
Louisville, CO 80027

**Discussion Items**

1. How will Louisville schools benefit from the new Bond issue? (Attachment A | Bond Improvements)
2. Joint Use Agreements (Attachment B | Joint Use Agreements)
3. Enrollment Update (Attachment C | Enrollment Update, Attachment D | Enrollment Projections)
4. How Development Referrals Are Handled (Attachment E | Development Referrals)
5. How is Capacity Defined? (Attachment H | How is capacity calculated?; Attachment I | Capacity of Schools)
6. Boundary Line Adjustments – If implemented, then how? (Attachment J | Boundary Line Adjustment)

**Public Comment**

**Attachments**

Attachment A - Louisville Schools Bond Issue  
Attachment B - Joint Use Agreements  
Attachment C - Enrollment Update Louisville Schools  
Attachment D - Enrollment projections for Established Neighborhoods and Developments that are Currently in Review or Being Built  
Attachment E - How Development Referrals Are Handled  
Attachment F - Residential Developments Planned Outside of the 5 Year Window  
Attachment G - District Model for Projecting Enrollment in Old Town  
Attachment H - School Capacity - How Capacity is Calculated  
Attachment I - Capacity of Schools - Methodology for Revising the Process  
Attachment J - Boundary Line Adjustment  
Attachment K - Status of Summer Reading Program with Louisville Public Library  
Attachment L - Letter from BVSD to City of Louisville regarding DELO Phase 2 FDP

## Attachment A



### Coal Creek Elementary School

801 West Tamarisk  
Louisville, CO 80027

Gross Square Footage: 57,305 sq. ft.

Original Construction Date: 1984

Estimated Project Budget: \$3,300,000 - \$3,700,000\*

Innovation: up to \$200,000

\* Final project budget will be developed during the design phase.

Following is an overview of work that will be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"><li>• Replace exterior windows</li><li>• Improvements to interior finishes such as carpet, flooring, and paint</li><li>• HVAC system improvements</li><li>• Electrical system improvements</li><li>• Site improvements such as paving and irrigation</li><li>• Renovate playfield</li><li>• Audio enhancement in every classroom**</li></ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"><li>• Provide space for full-day kindergarten**</li><li>• Provide space for preschool**</li><li>• Renovate gym</li><li>• Restroom renovations</li><li>• Provide adequate Special Education space</li><li>• Renovate staff lounge/workroom</li></ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"><li>• Upgrade playground equipment and surface material</li></ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"><li>• Install camera/intercom security system</li><li>• Install electronic security controls</li><li>• Install security partitions</li></ul>
<b>Sustainability</b>	<ul style="list-style-type: none"><li>• Replace boilers with more efficient condensing type</li><li>• Upgrade HVAC controls</li><li>• Upgrade lighting</li><li>• Conduct retro-commissioning and repairs</li></ul>
<b>Innovation</b>	Coal Creek Elementary School is eligible to receive up to \$200,000 in additional funds to implement facility improvements that support innovative teaching methods.

\*\* Not included in project budget



## Fireside Elementary School

845 West Dahlia Street

Louisville, CO 80027

Gross Square Footage: 61,486 sq. ft.

Original Construction Date: 1989

Estimated Project Budget: \$4,000,000 - \$4,400,000\*

Innovation: up to \$200,000

\* Final budget will be determined in the design phase.

Following is an overview of work to be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"> <li>Exterior building improvements such as masonry repair and window repair/replacement</li> <li>Roof replacement</li> <li>Restroom renovations</li> <li>Improvement to interior finishes such as carpet, flooring, ceilings and paint</li> <li>HVAC upgrades</li> <li>Replace intercom and clock systems</li> <li>Paving</li> <li>Renovate play field</li> <li>Fire safety system improvements</li> <li>Install audio enhancement in all classrooms**</li> </ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"> <li>Provide adequate space for all-day kindergarten**</li> <li>Provide adequate space for preschool**</li> </ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"> <li>Upgrade playground surfacing and equipment</li> </ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"> <li>Install camera/intercom security system</li> <li>Install security partitions</li> <li>Install electronic security controls</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>Upgrade HVAC controls</li> <li>Upgrade lighting</li> <li>Conduct retro-commissioning and repairs</li> </ul>
<b>Innovation</b>	Fireside Elementary is eligible to receive up to \$200,000 in additional funds to implement facility improvements that support innovative teaching methods.

\*\* Not reflected in estimated school budget



## Louisville Elementary School

400 Hutchinson Street  
Louisville, CO 80027

Gross Square Footage: 63,034 sq. ft.

Original Construction Date: 1964

Estimated Project Budget: \$3,400,000 - \$3,800,000\*

Innovation: up to \$200,000

\* Final project budget will be developed during the design phase.

Following is an overview of work that will be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"> <li>Exterior building improvements such as repair/replace windows and doors</li> <li>Repair roof</li> <li>Replace interior doors</li> <li>Improvements to interior finishes such as carpet and paint</li> <li>Asbestos abatement</li> <li>Replace intercom</li> <li>Fire protection system improvements</li> <li>Electrical system upgrades including emergency generator</li> <li>Repair/replace fixtures such as casework</li> <li>Site improvements such as paving and drainage</li> <li>Restroom renovations</li> <li>Audio enhancement in every classroom**</li> </ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"> <li>Provide adequate space for full-day kindergarten**</li> <li>Provide adequate space for preschool**</li> <li>Provide adequate Special Education space</li> </ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"> <li>Upgrade playground equipment and surface material</li> </ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"> <li>Install camera/intercom security system</li> <li>Install electronic security controls</li> <li>Install security partitions</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>Conduct retro-commissioning and repairs</li> <li>Upgrade lighting</li> <li>Upgrade HVAC controls</li> </ul>
<b>Innovation</b>	Louisville Elementary School is eligible to receive up to \$200,000 in additional funds to implement facility improvements that support innovative teaching methods.

\*\* Not included in project budget



## Louisville Middle School

1341 Main Street  
Louisville, CO 80027

Gross Square Footage: 101,483 sq. ft.

Original Construction Date: 1939

Estimated Project Budget: \$5,100,000 - \$5,600,000\*

Innovation: up to \$400,000

\* Final project budget will be developed during the design phase.

Following is an overview of work that will be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"> <li>Exterior building improvements such as repair/replace windows and doors</li> <li>Repair/replace roof including skylights and flashing at main gym</li> <li>Repair/replace operable walls</li> <li>Repair/replace interior doors</li> <li>Improvements to interior finishes such as carpet, flooring, ceiling tile and paint</li> <li>Plumbing system improvements</li> <li>Electrical system upgrades including emergency generator</li> <li>Repair/replace fixtures and equipment such as casework, bleachers and lockers</li> <li>Site improvements such as drainage, paving and irrigation</li> <li>Audio enhancement in every classroom**</li> </ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"> <li>Provide outdoor storage</li> </ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"> <li>Provide synthetic turf field and track</li> </ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"> <li>Redesign main entry to provide more control over visitor access</li> <li>Install exterior cameras</li> <li>Install camera/intercom security system</li> <li>Install electronic security controls</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>Upgrade HVAC controls</li> <li>Upgrade lighting</li> <li>Conduct retro-commissioning and repairs</li> </ul>
<b>Innovation</b>	Louisville Middle School is eligible to receive up to \$400,000 in additional funds to implement facility improvements that support innovative teaching methods.

\*\* Not included in project budget



## Monarch K-8 School

263 Campus Drive  
Louisville, CO 80027

Gross Square Footage: 114,491 sq. ft.

Original Construction Date: 1997

Estimated Project Budget: \$5,500,000 - \$6,100,000\*

Innovation: up to \$400,000

\* Final project budget will be determined in the design phase.

Following is an overview of the work that will be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"> <li>Exterior building improvements such as masonry repair and door repair/replacement</li> <li>Replace roof</li> <li>Improvements to interior finishes such as carpet, flooring, ceiling tile and paint</li> <li>Plumbing improvements</li> <li>HVAC repair</li> <li>Repair/replace intercom and clock systems</li> <li>Repair/replace interior fixtures such as casework</li> <li>Provide preschool drop-off loop and additional parking</li> <li>Site improvements such as irrigation, paving and concrete work</li> <li>Audio enhancement in every classroom**</li> </ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"> <li>Provide additional storage space</li> <li>Provide adequate space for full-day kindergarten**</li> <li>Provide adequate space for preschool**</li> </ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"> <li>Repair/replace playground surface material</li> <li>Provide running path</li> </ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"> <li>Add exterior cameras</li> <li>Install camera/intercom security system</li> <li>Install security partitions</li> <li>Install electronic security controls</li> <li>Redesign main entry to provide more control over visitor access</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>Upgrade HVAC controls</li> <li>Upgrade lighting</li> <li>Conduct retro-commissioning and repairs</li> <li>Replace aged boilers with more efficient condensing type</li> </ul>
<b>Innovation</b>	Monarch K-8 is eligible to receive up to \$400,000 in additional funds to implement facility improvements that support innovative teaching methods.

\*\* Not included in estimated project budget



## Monarch High School

329 Campus Drive  
Louisville, CO 80027

Gross Square Footage: 241,819 sq. ft.

Original Construction Date: 1998

Estimated Project Budget: \$8,600,000 - \$9,500,000\*

Innovation: up to \$800,000

\* Final project budget will be determined during the design phase.

Following is an overview of the work that will be completed at the school:

<b>Facility Condition</b>	<ul style="list-style-type: none"> <li>• Exterior building improvements such as repair/replace doors</li> <li>• Replace roof</li> <li>• Replace moveable partitions</li> <li>• Improvements to interior finishes such as carpet, flooring, ceiling tile and paint</li> <li>• Plumbing repair/replacement</li> <li>• HVAC repair</li> <li>• Intercom and clock system repair/replacement</li> <li>• Kitchen renovation and equipment upgrades</li> <li>• Replace gym bleachers</li> <li>• Site improvements such as paving and irrigation</li> <li>• Audio enhancement in every classroom**</li> </ul>
<b>Program Compatibility</b>	<ul style="list-style-type: none"> <li>• Renovations to Music spaces</li> </ul>
<b>Health and Physical Development</b>	<ul style="list-style-type: none"> <li>• Replace field bleachers</li> <li>• Provide press box</li> <li>• Repair/replace athletic facilities such as baseball/softball fields and fixtures, football and soccer goals</li> <li>• Repair/add tennis courts</li> <li>• Modernize weight room</li> <li>• Provide multi-purpose fitness room</li> </ul>
<b>Safety and Security</b>	<ul style="list-style-type: none"> <li>• Install camera/intercom security system</li> <li>• Install electronic security controls</li> <li>• Install security partitions</li> <li>• Replace/add exterior cameras</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>• Upgrade lighting</li> <li>• Conduct retro-commissioning and repairs</li> <li>• Upgrade HVAC controls</li> </ul>
<b>Innovation</b>	<p>Monarch High School is eligible to receive up to \$800,000 in additional funds to implement facility improvements that support innovative teaching methods.</p>

\*\* Not included in estimated project budget



**EXECUTIVE SUMMARY**  
**Master Joint Use Agreement between the City of Louisville**  
**and the Boulder Valley School District**

**Introduction and acknowledgements**

Boulder Valley School District (“School District”) and the City of Louisville (“City”) have enjoyed a long-standing, cooperative relationship in which we have shared resources to further our separate missions to the benefit of the citizens and students we serve. This Master Joint Use Agreement formally describes benefits the City will receive related to the use of certain School District facilities in exchange for contributions the City has made to those facilities. The School District acknowledges the City also provides benefits to the School District which are not quantifiable in agreements such as this. In particular, the City provides preferential scheduling of City facilities such as the community swimming pool and event buildings; has joined the School District in pursuing Great Outdoors Colorado (GOCO) grant funds for improvements on School District properties; and has hosted district athletic events at City facilities including high school cross country meets.

**Master Joint Use Agreement**

The Master Joint Use Agreement between the City of Louisville and the Boulder Valley School District designates specific School District recreational facilities that are to be made available for City use, free of any rent or use charges, in instances where the City has provided a direct contribution to the School District for the subject facility. Direct contributions are either a monetary contribution or an exchange for services or facilities. In these instances, the School District agrees to make certain facilities available during non-school hours such as evenings, weekends, and school breaks. In pursuit of this, the Agreement addresses access, security, supervision, maintenance, custodial services, and repairs or restitution. Other provisions include a mechanism for scheduling use of the facilities and an allocation of costs, risks, and insurance.

Much of the provisions of this Agreement were previously codified in past individual joint use or lease agreements which have been aggregated into the Master Joint Use Agreement between the City of Louisville and Boulder Valley School District. Once approved, this Master Joint Use Agreement will automatically supersede each of these past facility agreements. For the purposes of clarity under the Master Joint Use Agreement, the expiration dates and amortization periods of previous agreements have been modified and combined under mutual consent to conform to the timelines established in the Master Joint Use Agreement.



**BOULDER VALLEY SCHOOL DISTRICT AND  
CITY OF LOUISVILLE MASTER JOINT USE  
AGREEMENT**

THIS AGREEMENT ("Agreement") is made effective as of \_\_\_\_ day of \_\_\_\_\_, by and between the BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a Colorado school district ("School District"), and the CITY OF LOUISVILLE, COLORADO, a Colorado municipal corporation ("City"). The School District and City are collectively referred to as "the parties."

**RECITALS**

WHEREAS, Colorado Revised Statutes § 29-1-203 authorizes the governing bodies of the parties to enter into agreements to promote the health and general welfare of the community and contribute to enhance the recreational opportunities afforded to the citizens in the community; and

WHEREAS, under the appropriate circumstances, the School District and the City are mutually interested in providing educational and recreational facilities to serve students and residents of Louisville and citizens in the community; and

WHEREAS, the School District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City desires to utilize these facilities and active use areas for public recreational purposes during times when these facilities are not in use by the School District; and

WHEREAS, in some instances, the City has contributed to the cost of providing recreational facilities or has provided other benefits to school utilization on School District property.

**COVENANTS**

NOW, THEREFORE, in consideration of the recitals and covenants herein set forth, THE PARTIES AGREE AS FOLLOWS:

**Section 1 - City Cost Contributions**

1.1 The City has contributed to the School District for certain improvements to and in School District properties and facilities as a cooperative effort to provide school and public recreational facilities. School Facilities, the subject improvements, and the amounts of each contribution are listed on **Attachment A**.

1.2 In instances where money was provided by the City as listed in **Attachment A**, one-half the total sum has been amortized over a ten (10) year period. During each amortization period no rent or use fee is to be charged to the City by the School District for the use of these facility. The amortization amount noted in this Agreement reflects a reduction of one-half since approximately half of the original amortization period has expired.

1.3 The School District facilities shall be at all times the property of and owned by the School District. Moveable equipment or other items purchased by the City and acknowledged by the School District as belonging to the City shall remain the property of the City. Said moveable property is subject to removal or disposal by the School District if not removed by the City in the event this Agreement is terminated.

## **Section 2 - Communication**

### **2.1 Designation of Employees**

The School District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

### **2.2 Joint Use Interagency Team**

The School District and the City shall establish a Joint Use Interagency Team (JUIT), composed of staff representatives of the School District and the City, to develop the schedule for use of School District Property, to recommend rules and regulations for the School District and City to adopt to implement this Agreement, to monitor and evaluate the joint use program and the implementation of the Agreement, and to confer to discuss interim problems during the term of the Agreement.

i. The JUIT shall hold conference calls or meetings bi-annually to review the performance of the joint use program and to confer to discuss interim problems during the term of the Agreement. If the JUIT is unable to reach a solution on a particular matter, it will be referred to BVSD Assistant Superintendent of Operations and City Parks and Recreation Director, or their designees, for resolution.

ii. The JUIT shall review the Agreement once each year to evaluate the joint use program, determine changes to the schedule, and to propose amendments to this Agreement for consideration by the parties' governing bodies.

iii. The School District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. Monitors for both parties and supervisors at the School District and the City shall go over the keys, opening buildings, emergency procedures, etc. This shall be an agenda item at the JUIT bi-annual meetings. The School District and the City shall be responsible for ensuring their employees attend the training.

### **Section 3 - Use of School District Facilities**

3.1 The students and faculty of the School District shall have the exclusive right to use the facilities listed on **Attachment A** during normal school hours for school related classes, including all child care programs serving the school population, and during after-school and weekend hours for school activities that are scheduled in advance during the normal school year. These periods of time shall be referred to in this Agreement as "School District Use."

3.2 The City and third parties authorized by the City shall be entitled to use of the facilities listed on **Attachment A** free of rent at all other times when not in use by the School District, including open access to the facilities by the public. These periods of time shall be referred to in this Agreement as "City Use." The City shall have the right during the City Use periods to charge instructional and administration/registration fees in connection with any recreation program utilizing these facilities. The City's obligations under this Agreement shall apply to third parties using School District property. The City shall be responsible for ensuring that its third party users comply with all obligations under this Agreement when using the School District property. The City shall enforce all School District rules, regulations, and policies provided by the School District while supervising community recreational activities on the School District property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected. The City shall be responsible for any costs and the payment of any salaries of City personnel involved in City Recreation programs.

#### **3.3 Scheduling Use of Property**

i. The School District and the City shall develop a schedule for joint use of School District Property to allocate property use to the School District Use and to City Use. The JUIT shall discuss the schedule, review and evaluate the status and condition of jointly used properties, and modify or confirm the upcoming season's schedule at the regular bi-annual meetings or at such other times as mutually agreed upon by the School District and City.

ii. The City shall be responsible for scheduling its third party users of the School District property. The use of School District facilities shall be in accordance with the most recent regular procedures of the School District for granting permits for the use of school facilities, as set forth in the School District's policy KG-R, attached hereto as **Attachment B** and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

iii. All use of the District property by the City of its third party users shall be through the Community Schools Program. A permit will be issued for all City use.

iv. All communication regarding use of City Property will be through either the Community Schools Program or the Monarch High Athletic Director.

#### **Section 4 – Operational and Maintenance Responsibilities**

4.1 During City Use, trash removal and placement into school dumpsters shall be the responsibility of the City for subject properties as well as adjacent surrounding areas including bleachers and parking lots.

4.2 Pursuant to the terms of Section 1 of this Agreement, no rent or use fee shall be charged to the City during the term of this Agreement. However, unless otherwise provided for in **Attachment A**, the City shall pay to the School District on a pro rata basis its share of all applicable costs related to custodial, gas, electric, water, sewer, trash removal, custodial supplies and any other utility or related expense (that are not included in the routine maintenance covered in Section 7.1, below) necessary for the operation of any facilities listed on **Attachment A** during the term. The School District and the City agree to utilize a formula to determine these costs as set forth in **Attachment C** as it may be amended from time to time by the mutual consent of the parties. Payments shall be made to the School District on an annual basis for costs incurred in the preceding year and shall be made within thirty days after receipt of the cost allocation prepared pursuant to **Attachment D**.

4.3 Unless otherwise specified in **Attachment A** of this Agreement, City maintenance personnel are not allowed on School District property during School District Use hours unless their maintenance activities have been scheduled with the school principal at least one week in advance. Upon arrival, City maintenance personnel must follow school visitor security protocol by signing-in at the front desk and by signing-out upon departure from the school site.

4.4 In the event paint or fertilizer is applied to School District fields, signage describing their use shall be posted by City personnel.

#### **Section 5 - Term of Agreement**

Subject to the provisions of Section 8, the term of this Agreement shall be for a period of ten (10) years.

#### **Section 6 - Liability**

6.1 The City and School District shall assume responsibility for use, instruction, and supervision of their own respective recreation programs and activities undertaken utilizing the other party's facilities. The City and School District agree to provide adequate personnel to supervise their own recreation activities and as property owner shall not be responsible for providing supervision for participants, employees, or volunteers in any activity not organized by them. City employees providing supervision on School District property shall attend training conducting by the School District's Community School Program. A checklist will be developed to assure all tasks are completed by the

supervisory personnel to maintain the facilities and the school site to the satisfaction of the School District.

6.2 The City agrees to the extent authorized by law to defend, indemnify, save and hold harmless the School District, its officers, agents and employees, acting as such, on account of any and all claims, and liability from damages, costs or expenses assessed against the School District which are incurred as a result of any act or omission by the City or its officers or employees, for personal injury, death of a person and/or property damage occurring on the School Site as the result of City Use during the term of this Agreement, except for negligent acts of the School District. The provisions of this Section shall not apply to any property damages or personal injuries resulting from structural defects or design defects contained within any of the subject school facilities listed on **Attachment A**.

6.3 The School District agrees to the extent authorized by law to defend, indemnify, save and hold harmless the City, its officers, agents and employees, acting as such, on account of any and all claims, and liability from damages, costs or expenses assessed against the City which are incurred as a result of any act or omission by the School District or its officers or employees for personal injury, death of a person and/or property damage occurring on City property as the result of School District Use during the term of this Agreement, except for negligent acts of the City. The provisions of this Section shall not apply to any property damages or personal injuries resulting from structural defects or design defects contained within any of the subject City facilities listed on **Attachment A**.

6.4 The City and School District shall have in force at all times a valid property damage and public liability insurance policy, in an amount at least equal to \$1,000,000.00 for injury to one person and \$2,000,000.00 for injury to two or more persons in any single occurrence, and each party shall deliver to the other party a certificate of insurance within 30 days of the effective date of the insurance. The School District and City shall be named as a co-insured or additional insured under the policy held by the other party.

6.5 The School District and the City agree that they are relying on and do not waive or intend to waive any provisions of this Agreement, the monetary limitations of, or any other rights, immunities or protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

## **Section 7 - Conditions of Use**

7.1 The School District shall be responsible at its own expense for the routine maintenance of all School District owned improvements, facilities and equipment.

7.2 Notwithstanding the School District's responsibility set forth in 8.1 below, and unless otherwise provided for in Attachment A, the City shall be responsible for its pro

rata share of maintenance and equipment expenses incurred by the School District as a result of City Use and which are over and above the routine maintenance level for the subject facility.

7.3 The City agrees to use the facilities for recreational purposes only and to permit no activities on the facilities prohibited by the laws of the United States, the State of Colorado, or the Ordinances of the City of Louisville, Colorado, now in force or thereafter enacted. The School District has the right to exclude certain recreational activities in consultation with the City. The City agrees to follow all School District procedures for use to prevent damage. The City agrees to enforce all School District policies regarding the use of tobacco, alcohol, and drugs on school property.

7.4 The City agrees not to assign this Agreement or any interest therein without the written consent of the School District.

7.5 The City agrees during its use to keep the facilities free from all litter, dirt, debris, obstructions, and dangerous conditions.

7.6 The City agrees to only use school equipment as specifically designated in writing by the subject facility's principal. Any improvements or fixtures to be attached within the facilities must be first approved in writing by the appropriate School District official including installation procedures and/or construction methods of such approved improvements. Any such improvements will be done at the City's expense and are subject to 8.3 below. All City owned equipment must be stored after each scheduled use, unless arranged in advance between the subject facility's principal and the City.

7.7 The City agrees during its usage to neither permit nor suffer any disorderly conduct, noise or nuisance, whatsoever about the facilities or the school site having a tendency to annoy or disturb any persons occupying adjacent premises.

7.8 The City agrees that no assent, expressed or implied, to any breach of anyone or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.

7.9 Motor vehicle parking shall be permitted in adjacent parking lots of each the School District's subject facilities during City Use hours on a space available basis.

## **Section 8 - Termination of Agreement Prior to End of Term**

8.1 The School District may terminate this Agreement upon a breach by the City of any covenants or agreements contained herein if the City shall fail to correct said breach within sixty (60) days of the receipt of written notice of the breach. Should this Agreement be terminated by the School District under this Section, it shall within sixty (60) days of such termination refund to the City on a per-diem, pro-rata basis all of the unused portion of the annual amortization amount, under Section 1.1 to be credited to the City during the year of termination, and shall make additional refunds to the City on an annual basis thereafter until the amortized amount is fully paid off giving credit for prior years of

use by the City. Any such refund by the School District shall be subject to appropriation by the School District and, if appropriated, refund payments may be made in one total payment or annually in equal payments without interest over the remainder of the initial and renewal term, each of which payments shall be subject to annual appropriation.

8.2 The City may terminate this Agreement upon a breach by the School District of any covenants or agreements contained herein if the School District shall fail to correct said breach within sixty (60) days of the receipt of written notice of the breach. Should this Agreement be terminated by the City as the result of the School District's breach, then the School District shall refund to the City the unamortized City contribution for each of the subject facilities (under Section 1.2 and **Attachment A**) in the same manner as provided above in Section 8.1.

8.3 Any permanent improvements or equipment installed on the School Site shall remain the property of the School District if the Agreement is terminated or at the end of the Agreement term unless otherwise agreed to in writing by the parties.

8.4 School District shall furnish to City all necessary keys for access subject School District facilities, subject to the procedures implemented by the JUIT.

## **Section 9 – Miscellaneous Provisions**

9.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. Nothing in this Agreement shall affect any other agreement between the City and the School District now in effect, except that this Agreement upon its effectiveness shall replace, void, and supersede any and all existing or former joint use or lease agreements for the use of District sites which shall come under the governance of this Agreement.

9.2 Neither party shall extend faith or credit of the other to any third party or entity.

9.3 This Agreement shall be binding upon the parties and their successors in interest.

9.4 Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested, and addressed to the following:

Assistant Superintendent of Operations  
Boulder Valley School District  
P.O. Box 9011  
Boulder, Colorado 80301

Louisville City Manager  
City Hall



749 Main Street  
Louisville, Colorado 80027

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have caused their hands and seals to be hereunto subscribed to be effective as of the day and year first above written and have represented that each continue to have full authority to do so from their respective governing boards.

**BOULDER VALLEY SCHOOL DISTRICT RE2**  
A Colorado School District

**CITY OF LOUISVILLE, COLORADO**  
A Colorado Municipal Corporation

By: \_\_\_\_\_  
**President, Board of Education**

By: \_\_\_\_\_  
**Robert Muckle, Mayor**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
**Nancy Varra, City Clerk**

## ATTACHMENT A Subject Facilities

### Louisville Elementary Subject Facilities:

- 1) Gym
  - a) City Contribution includes \$535,000 towards construction of 5,600 square foot gym, however this Agreement assumes that half that amount, or \$267,500, would be subject to the amortization schedule in Section 8 should termination occur prior to the term of this Agreement.
  - b) In addition to waiving rent and use fees in this Agreement, the School District grants to the City the right of exclusive use of the equipment storage area designated by the School District (*room 184*) hereto together with reasonable access to the storage area so long as such access does not conflict with school activities during school hours or scheduled school programs after school hours during the school year during the term of this Agreement.
  - c) Additional Conditions:
    - i) In addition to the free use of the gymnasium, the School District grants the right to use the restrooms in the gym area subject to the conditions set forth in this Agreement.
    - ii) Access to and from the gym shall be through the two double doors located on the exterior of the new gym. Doors providing access to the remainder of the school building will remain locked during city usage.
    - iii) In addition to the provisions of 7.3 in the Agreement, skateboarding, rollerblading, and the use of scooter are specifically prohibited in the Gym.
  - d) All City use of the gym shall end no later than 9:00 P.M.
  - e) The original agreement commenced on June 26, 2001.
  - f) The **Facility Term** and amortization period regarding the Louisville Elementary Gym was originally set to expire on June 26, 2021, but is hereby has been extended to the later of June 26, 2021 or the expiration of the term of this Agreement.

### 2) All Purpose Fields (*Map*)

- a) City Contribution includes use of Cleo Murdock Park and Enrietto (*Map*) fields at no cost by BVSD schools located in Louisville and subject to "School District Use" Hours of operation, as noted in Section 3.1 of this Agreement.

The City and the School District will continue to maintain and pay utilities for each of the fields under their own ownership. These facilities are considered exempt from any provisions in this Agreement that require utility payment or maintenance responsibilities from the non-owning entity. The level of maintenance provided will be determined by owner. Additional maintenance may be provided by non-owning entity pending owner approval. Examples of additional maintenance could include: trash removal, field layouts, field painting, lining and dragging baseball fields, etc. Owner is not responsible for providing field amenities such as soccer goals, bases, restrooms, etc. Non-owning entity may provide such amenities pending owner approval.

### Monarch High School Subject Facilities:

#### 1) Tennis Courts

- a) City Contribution includes \$120,000 towards the installation of lighting and resurfacing of existing tennis courts along with the cost to light the courts at night. However, this Agreement assumes that half of the installation contribution amount, or \$60,000, would be subject to the amortization schedule in Section 8 should termination occur prior to the term of this Agreement.
  - b) Additional Conditions:
    - i) It is understood that the Tennis courts will be available to the general public for drop in play during periods outside School District Use and City Use hours.
    - ii) Notwithstanding the School District's responsibility set forth in 8.1, the City shall be responsible for all monthly electricity charges by Xcel Energy related to the tennis court lighting. The City shall provide a separate meter for the lights. The City's responsibility for electrical charges will expire with this Agreement.
    - iii) The School District will place and maintain signs on the property notifying the public the general times and dates courts will be available to the public.
  - c) The original agreement commenced on December 15, 2004.
  - d) The **Facility Term** and amortization period regarding the Monarch High Tennis Courts was originally set to expire on December 15, 2024, but is hereby extended to the later of December 15, 2024 or the expiration of the term of this Agreement.
- 2) Synthetic Turf Field
- a) City Contribution includes \$300,000 towards the installation of a synthetic turf field, however this Agreement assumes that half that amount, or \$150,000, would be subject to the amortization schedule in Section 8 should termination occur prior to the term of this Agreement.
  - b) In addition to the terms in laid out in Section 3 of the Agreement, the City will have priority scheduling on each Sunday from 9 a.m. to 9 p.m. during the school year.
  - c) The original agreement commenced on November 20, 2003.
  - d) The **Facility Term** and amortization period regarding the Monarch High Synthetic Turf Field was originally set to expire on November 20, 2023, but is hereby extended to the later of November 20, 2023 or the expiration of the term of this Agreement.

#### Louisville Middle School Subject Facilities

- 1) Pirate Park (*Map*)
- a) For the term of this Agreement, the School District recognizes the City's investment in the existing playground equipment and picnic shelter on School District property, which functions as a neighborhood park.
  - b) City Contribution includes responsibility for the operation and maintenance of all facilities on the premises and the payment of all utilities and any other charges related to the use of the property.
  - c) Any further improvements on the property beyond maintenance of the existing playground structures and shelter must be reviewed and approved by the School District prior to installation. The City shall maintain signage on the property clarifying the School District's ownership and ultimate control of activities therein.
  - d) City maintenance personnel shall have the right to access the park property during school use hours.
  - e) The original agreement commenced on March 8, 1976.

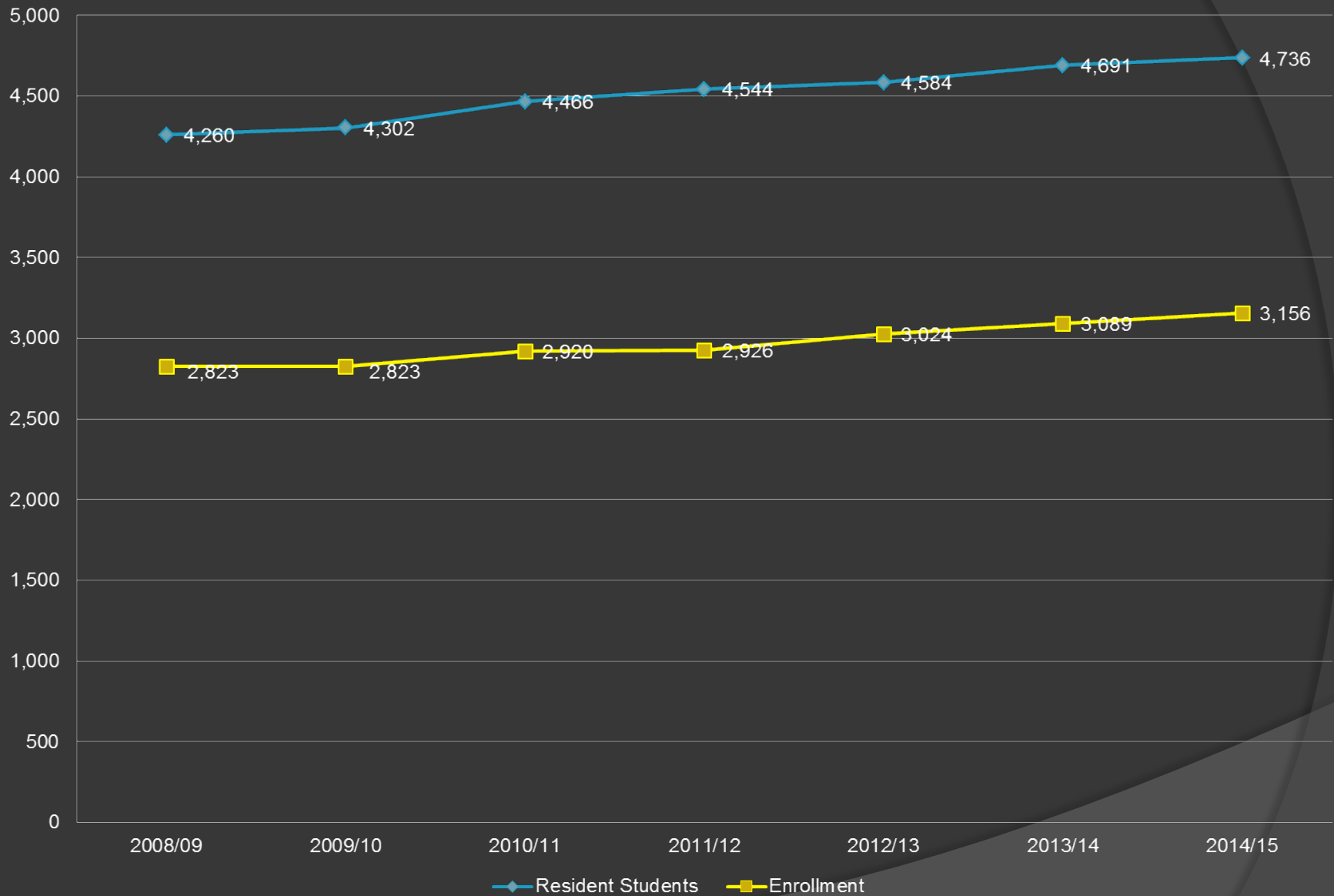
2) Tennis and Basketball Courts

- a) City Contribution includes responsibility for the operation and maintenance of all facilities on the premises and the payment of all utilities and any other charges related to the use of the property.
- b) The City shall have the responsibility to schedule the courts during School District Use and City Use hours.
- c) The Basketball courts will be closed to public use during School District Use hours and the City recognizes that students may gather in close proximity to Pirates Park and the tennis courts during this time.
- d) City maintenance personnel shall have the right to access the tennis courts during School District Use hours.
- e) The City shall maintain signage on the property clarifying the School District's ownership and ultimate control of activities therein.
- f) The original agreement commenced on July 3, 1979.

Enrollment and Student Movement Trends

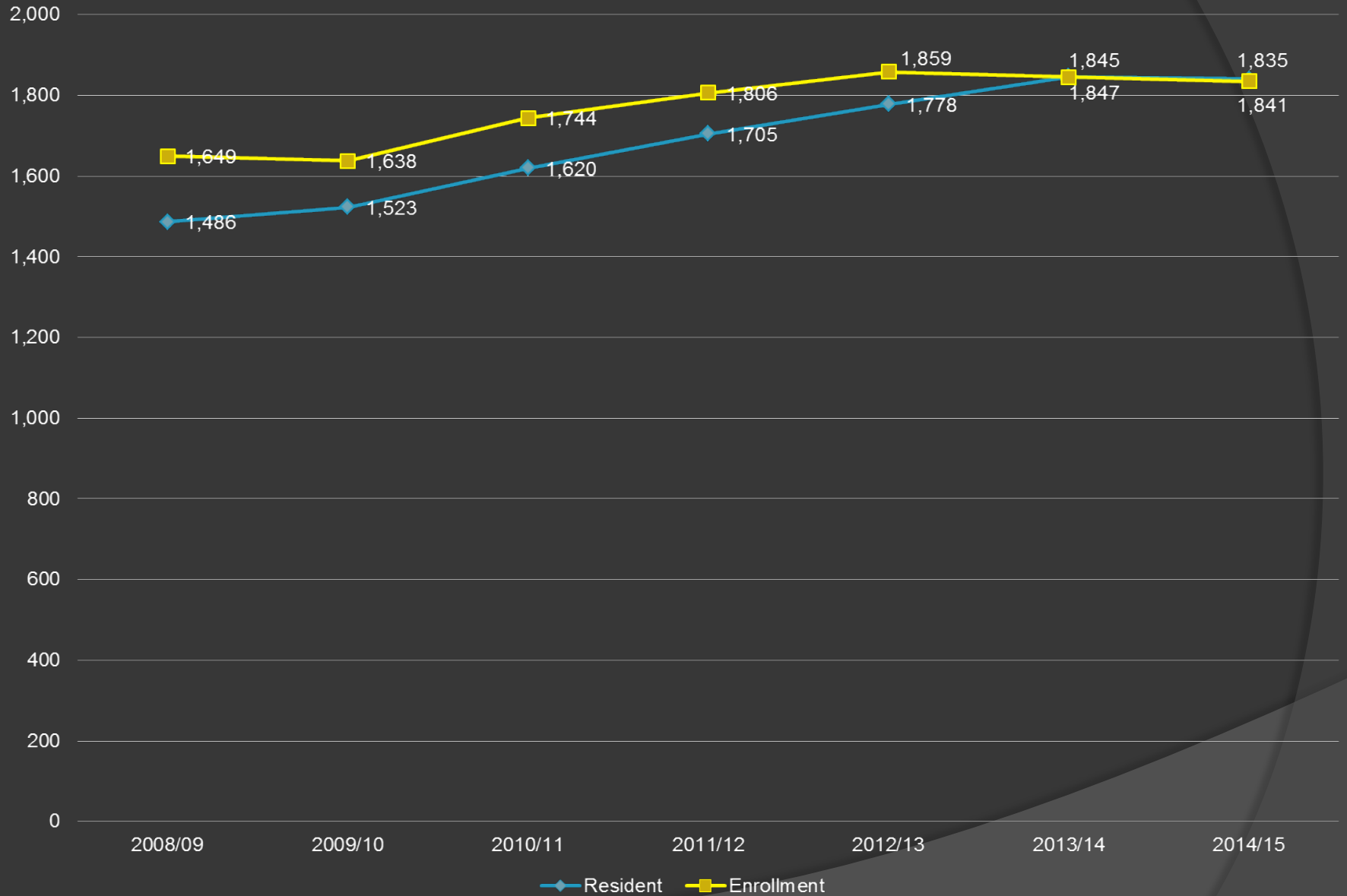
# LOUISVILLE ENROLLMENT 2014

## K-12 Student Trend in Louisville

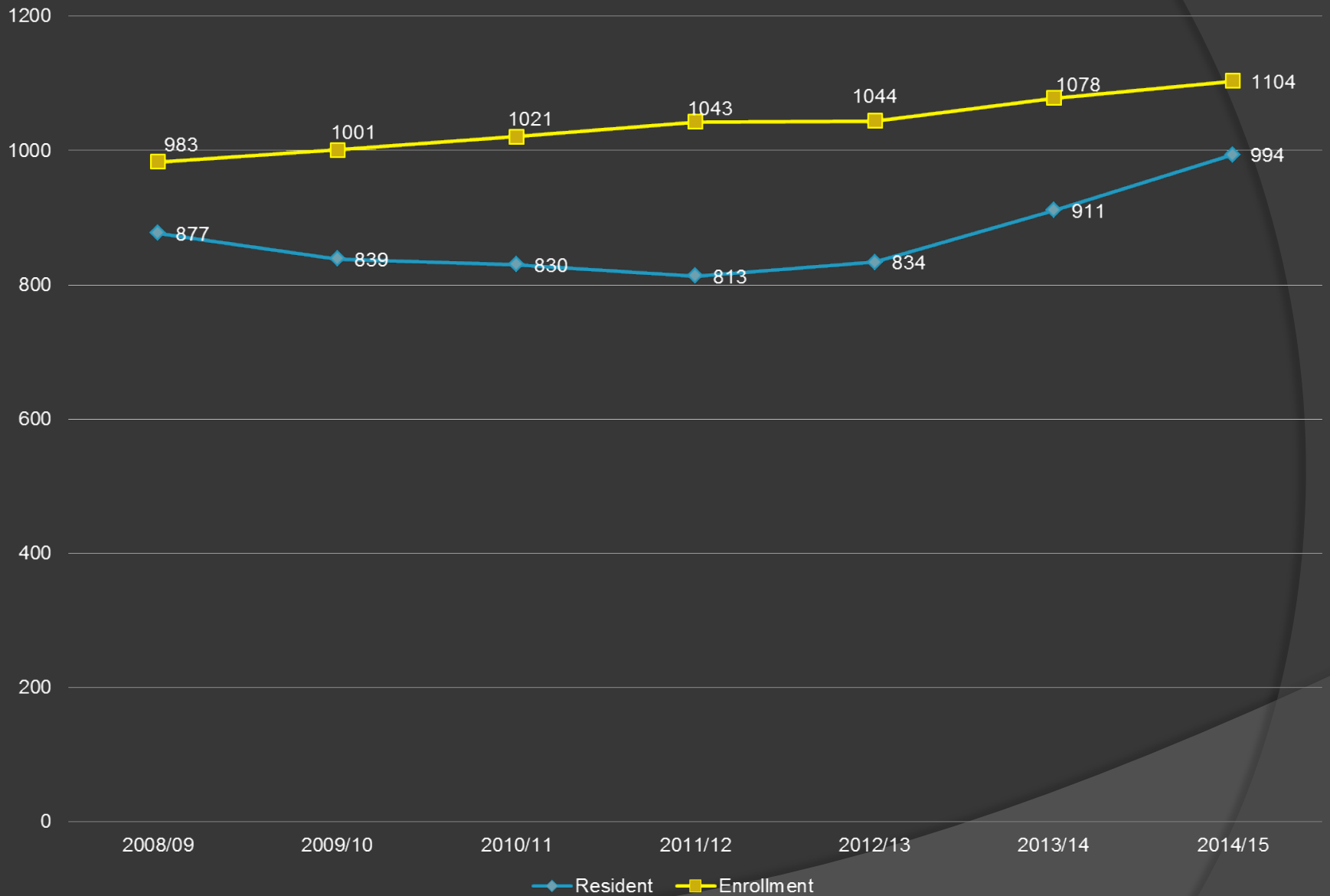




## Louisville Elementary-Level Student Trend

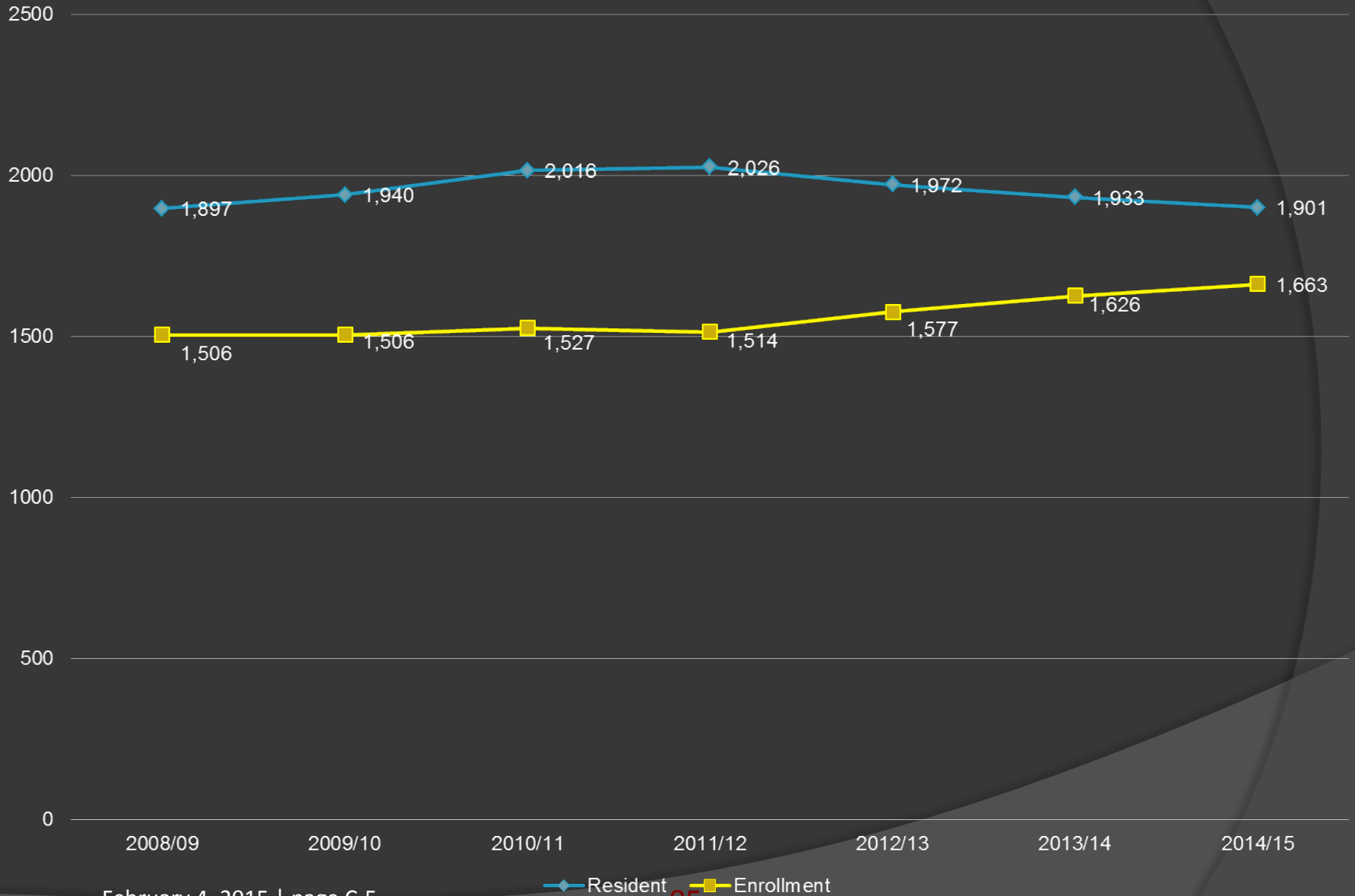


## Louisville Middle-Level Student Trend

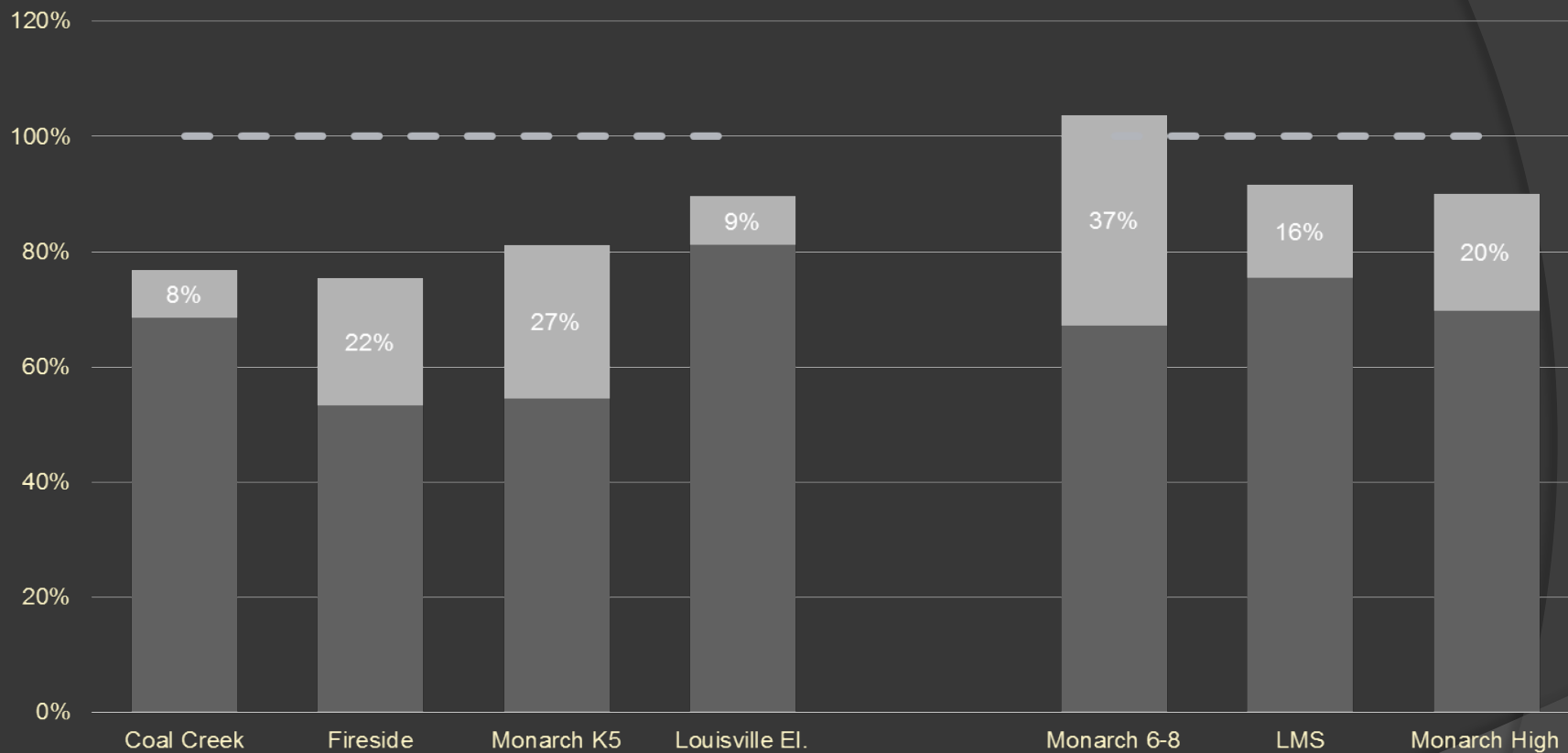


# Louisville High School Student Trends

*(includes students from Eldorado K-8 and Superior Elem.)*



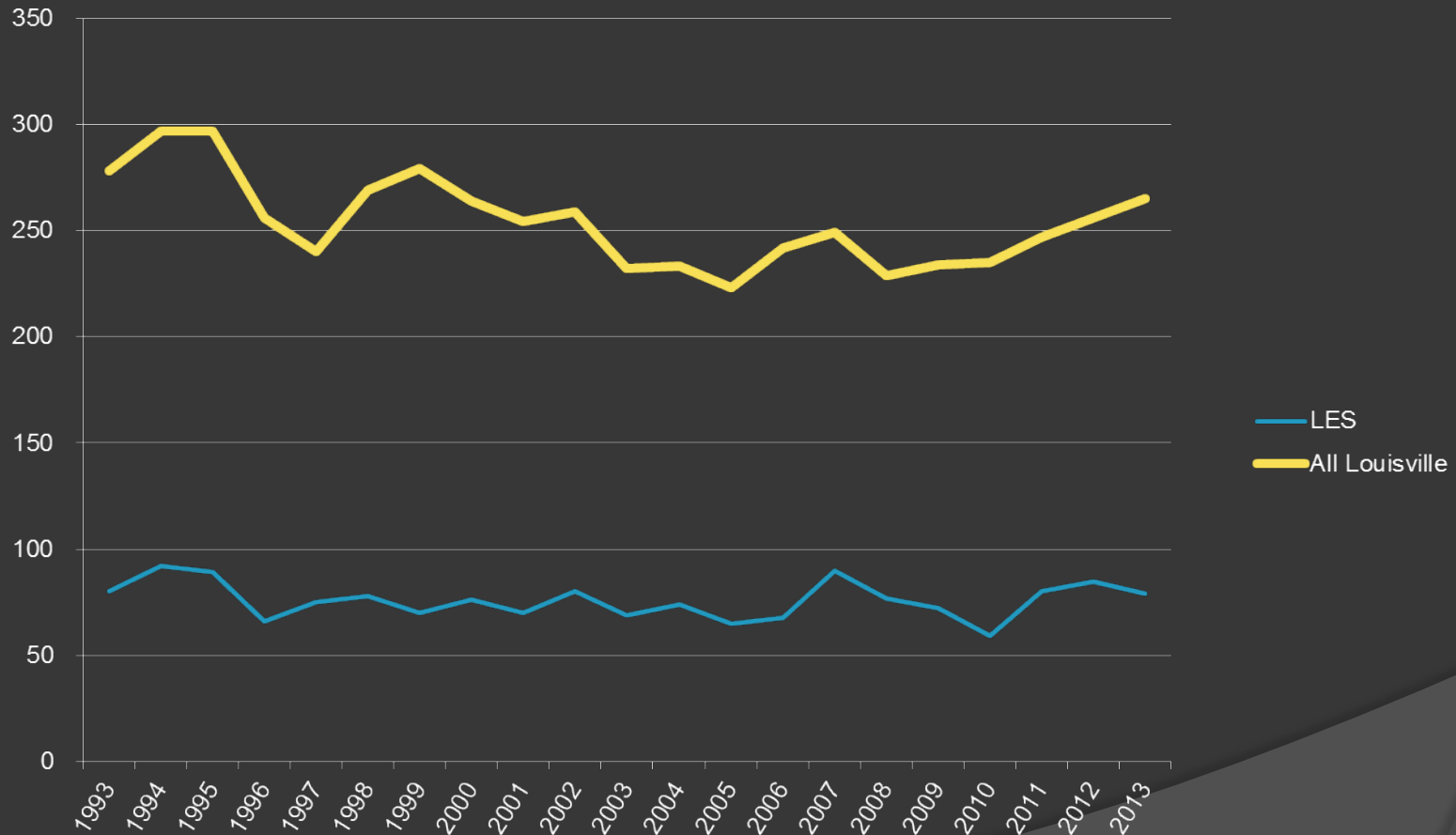
**Chart A: Enrollment Capacity October 1, 2014**  
*(note: schools only need to accomodate their resident enrollment within their capacity)*



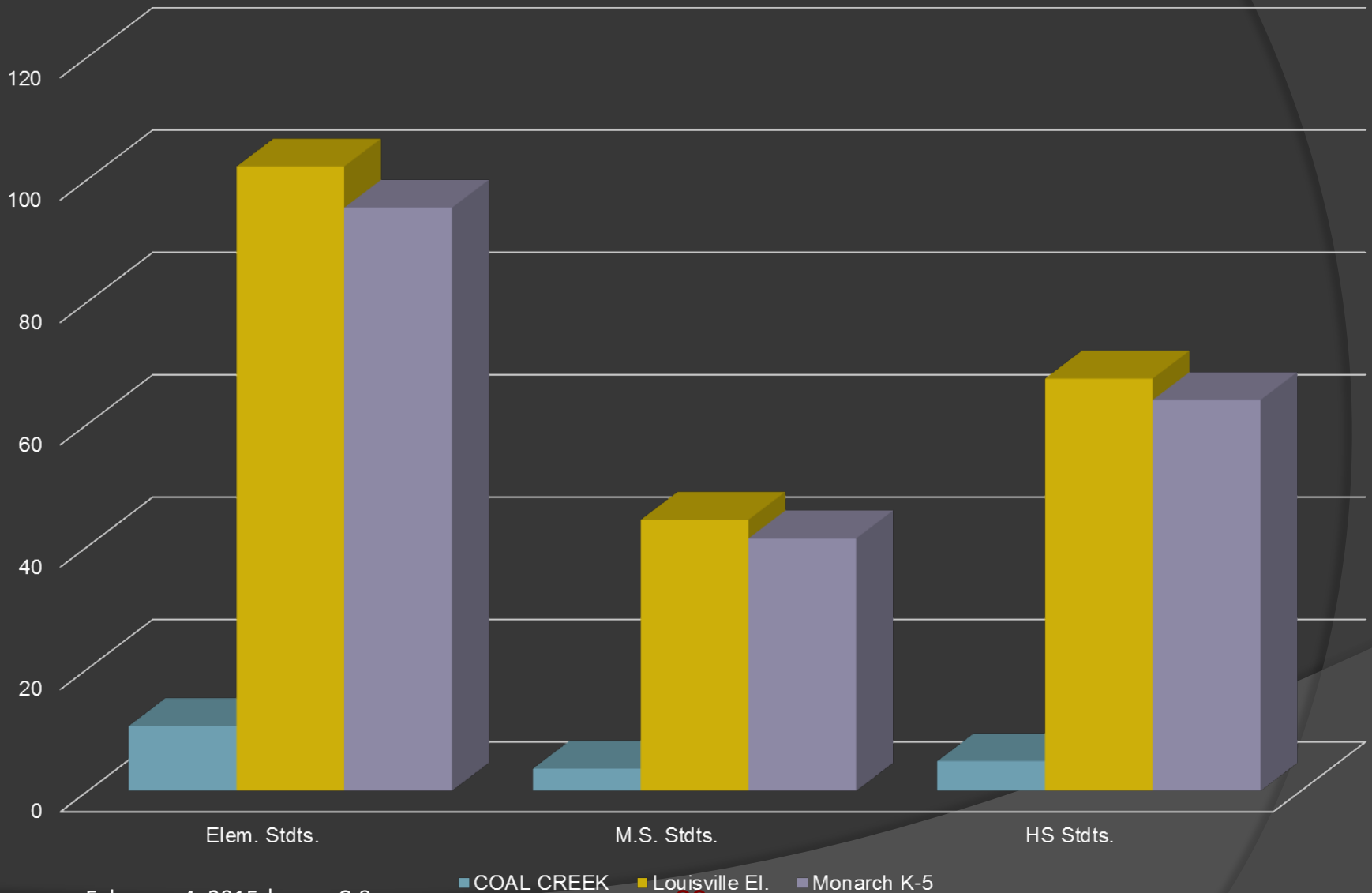
# Louisville Birth Trends

(source: Co. Dept. of Health and Environment)

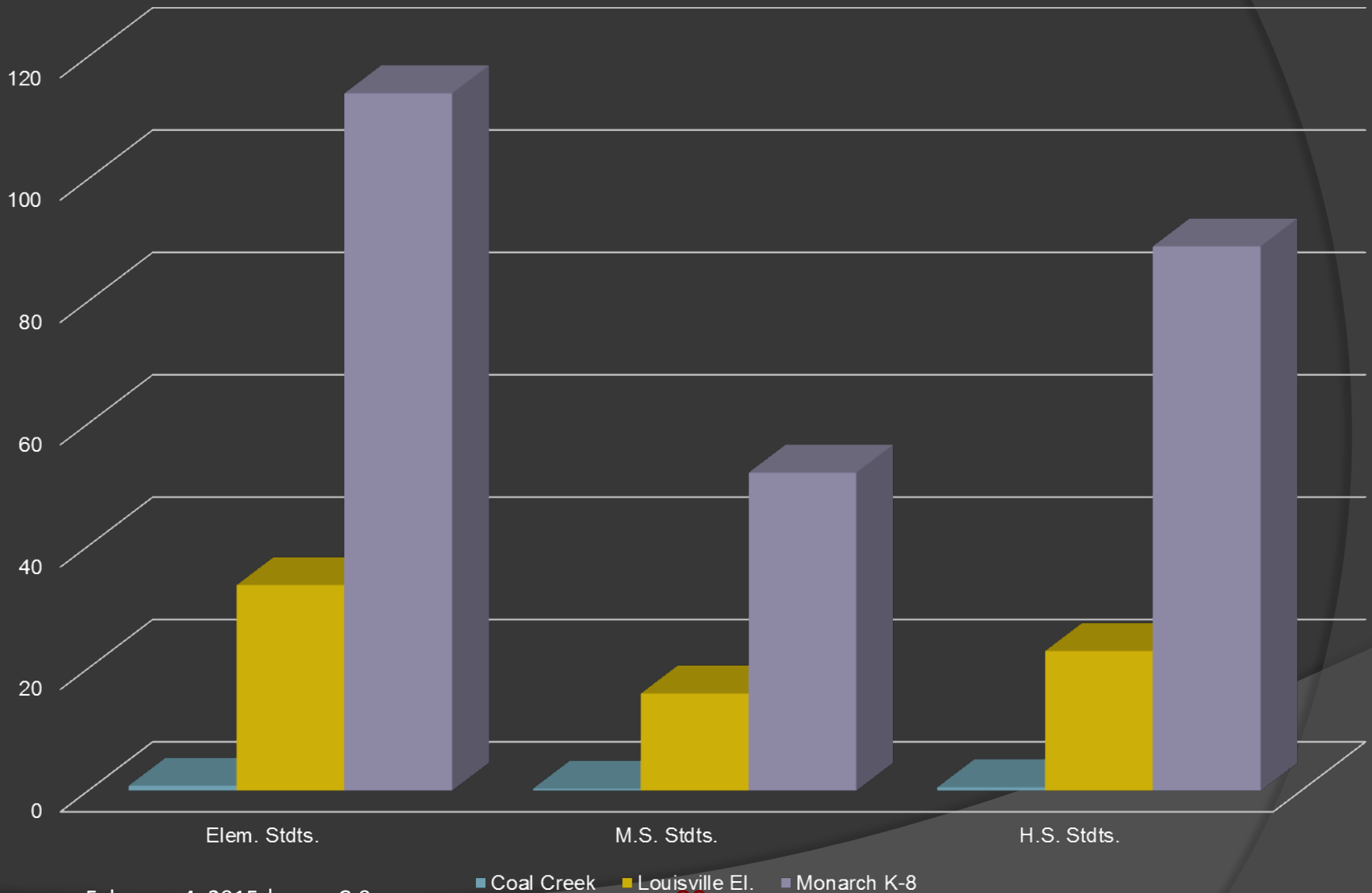
Birth by Age of Mother (%)	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35-39</u>	<u>40-44</u>	<u>45-49</u>
1993	3%	4%	24%	43%	24%	3%	0%
2003	5%	9%	15%	39%	24%	9%	0%
2013	2%	6%	17%	43%	25%	7%	0%



## Estimated Students (Yield) from Unbuilt Dwelling Units in Louisville Schools (Approximate 5-year buildout)



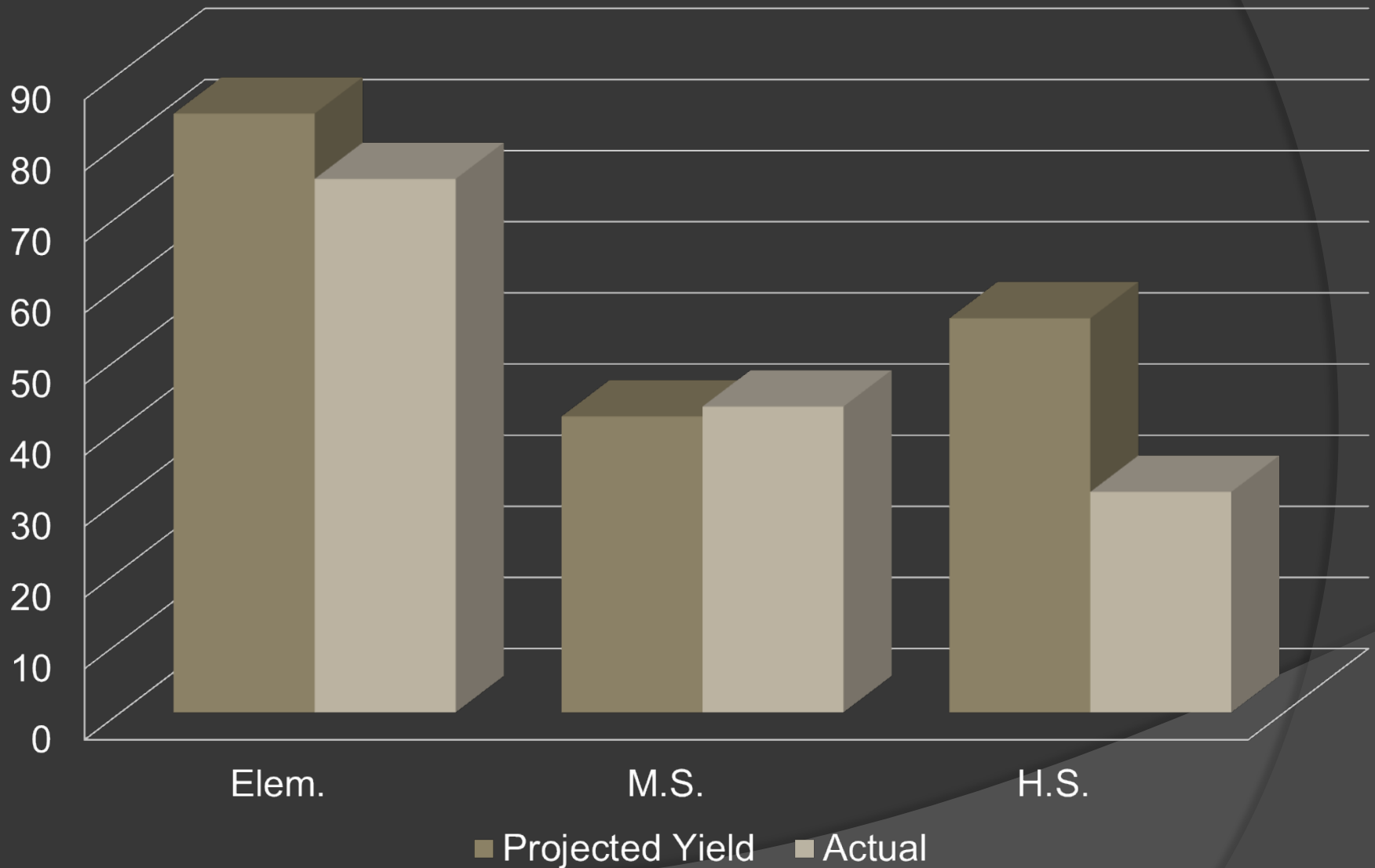
## Estimated Students (Yield) from Unbuilt Dwelling Units in Louisville Schools (Approximate buildout after 5 years)





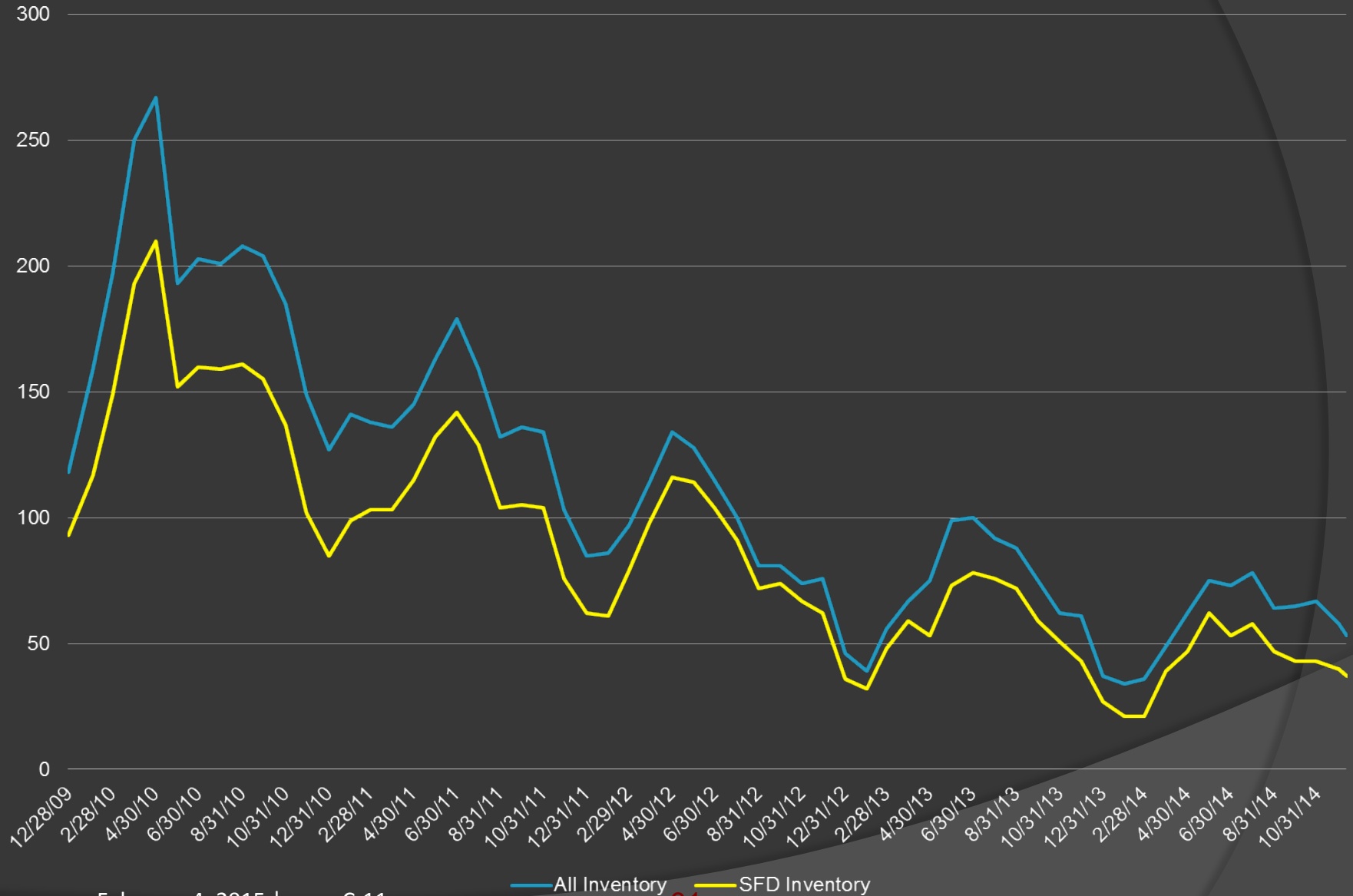
# Comparison of Projected Yields vs. Actual Students 2014

## North End Phase I and Steel Ranch (SFD & Apartments)



# Louisville Residential Inventory Through November 2014

Median SFD List price risen \$124k over same period



## SUMMARY

- Louisville retains significant capacity overall, when open enrollment is taken into consideration.
- LES growth was level in 2014 while old town experienced negative resident student growth (slight) for the first time in at least 7 years.
- Students from new residential development will continue to contribute to LES enrollment over the next 5+ years, but the full impact on the school still depends on trends in old town.
- Residential growth potential does exist in the secondary schools, but can likely be managed through open enrollment, at least in the short term.
- A significant long term challenge to Louisville schools will be new students from the Superior Town Center development which will impact Monarch K-8 and Monarch High. At this time, it appears open enrollment restrictions will likely be sufficient to accommodate any new students, however.

## Attachment D

### **Enrollment projections for established neighborhoods and developments that are currently in review or being built: (North End, Overlook Townhomes, Boulder Creek Patio Homes, Steel Ranch, and North Main Apartments)**

Preliminary enrollment projections for LES, LMS, and Monarch are included in [Attachment L](#), the sample referral letter. Projections are only performed at the school attendance area level and are not available for specific established neighborhoods. Existing housing is, however, monitored separately on an ad-hoc basis when formulating projections. Past trends for students within the housing stock of LES built prior to 2009 are available and show growth of 144 elementary students over the last 7 years, or averaging 6.7% per year. Peak growth during this time period was 10.8% in 2011 and 2014 showed the only negative growth of -1.1%. This compares to units built after 2009 adding 87 students in the last seven years, comprising 38% of the growth.

[Attachment L](#) also includes estimates for the students from new residential units by development name. These estimates only include the units that have not yet been built.

## Attachment E

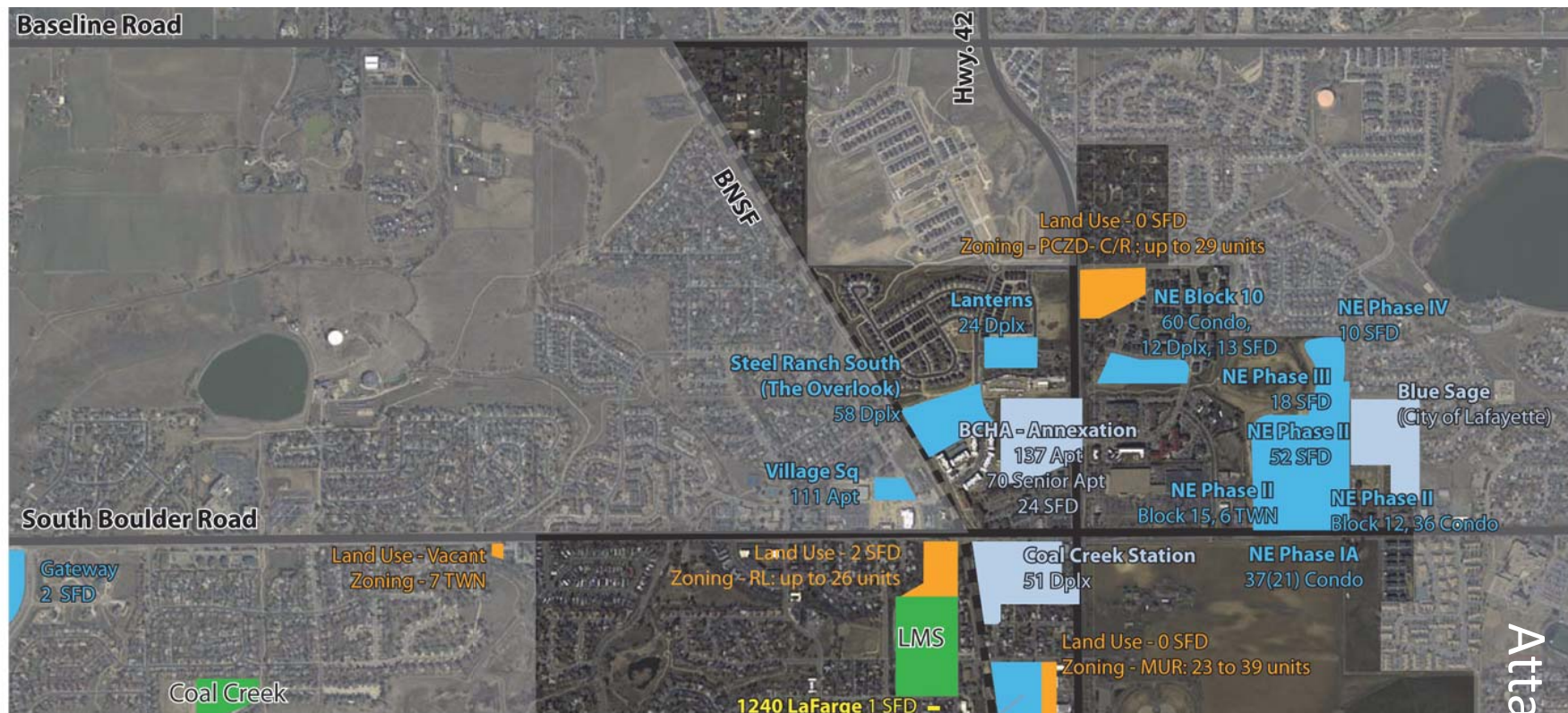
### How Development Referrals Are Handled:

Currently, upon submission of an application by a developer, local municipalities forward application materials to the school district along with a request to provide comments regarding the impact of the new development. [Attachment L](#) is an example of a typical response from BVSD for the City of Louisville.

Apart from providing the local municipality referral comments, the planning office records the information contained in the referral in a database and Geographic Information system (GIS). The type and number of residential units is by far the most important of this information. Student yields are then applied to these unit numbers to derive estimates of the numbers of student expected to occupy the new development. The student yields themselves are formulated by overlaying student point files over the County parcel layer to obtain a precise average of students per household by dwelling type. The school district yields are updated frequently and distinguish between single family detached, duplex/triplex, townhome, condominium, and apartment units, with single family detached units by far contributing the highest number of students to the district, with yields often 2 to 3 times higher than denser attached dwellings.

Once entered into the GIS system, data from referrals can be combined with developer construction estimates, student information, local comprehensive plan land uses, parcel information, and school attendance areas to track development. This tracking allows both micro analysis of individual developments and macro analysis of the combined effects of developments district-wide or in for a specific or group of communities.





## Known / Anticipated / Possible Residential Development (in Louisville)

	Built	LES		Coal Creek	Fireside	Monarch
		Allowed	Total	Allowed		(k-8)
Approved (PUD)	35	69	104 SFD	2 SFD		
	0	36	36 DPLX	111 Apt(s)		
	54	75	129 TWN	113 DU		
	0	133	133 Condo			
	0	2	2 Apt			
	89	315	404 DU			
Known By-Right		4	4 SFD		No known / anticipated development at this time in Louisville.	No known / anticipated development at this time in Louisville.
		2	2 DPLX			
		6	6 DU			
Dev. Review / Preliminary (PUD)		24	24 SFD			
		51	51 DPLX			
		5	5 TWN			
		267	267 Apt			Superior Town Center will impact
		347	347 DU			
Possible Dev. (Zoning)		65	65 SFD	7 TWN		
		123	123 TWN	7 DU		
		188	188 DU			
<b>TOTAL 89</b>	<b>856</b>	<b>945 DU</b>		<b>120 DU</b>		

Note: The South Boulder Road Small Area Plans may, or may not, add additional units to LES, Coal Creek and Fireside service boundaries.

### **District model for projecting enrollment in Old Town**

BVSD uses a cohort survival methodology to estimate future growth district-wide and for individual schools. This method looks at the past trends of how much gain or loss, on average, each class experiences as it advances to the next grade. Projections based on both the enrollment population as well as the resident student population are undertaken to separate out the effects of open enrollment on neighborhood-driven growth.

This methodology may be modified to incorporate other variables if applicable. New housing construction can be considered in the model. Births (available from the Colorado Department of Vital Statistics) can be used to guide the calculations for in-coming kindergarten classes, but are less reliable in communities with high migration, as has been the situation recently in Louisville. Real estate data for existing homes is also useful, with inventory data in particular providing a means to inform how long a sales trend is likely to play out. However, when dealing with geographies smaller than counties or large cities, there are few more reliable indicators than past trends.



## Attachment H

### School capacity for all schools - describe how it is presently calculated.

#### Current Louisville Capacities

School	Program Capacity	2014 Enrollment	Percent Capacity	Enrolled Resident*	% Cap
Coal Creek	555	427	77%	380	68%
Fireside	576	435	76%	307	53%
Louisville El.	648	584	90%	528	81%
Monarch K-8	933	860	92%	566	61%
Louisville M.S.	691	632	91%	521	75%
Monarch	1,833	1,663	91%	1279	70%

*\*enrollment at school from neighborhood attendance area*

#### Program Capacity Methodology 2013

Capacity is reviewed annually to inform future classroom needs, to guide decisions on open enrollment, and to provide a uniform measure throughout the district. Currently, guidelines for establishing capacity for BVSD schools are in the document *Multi-basis Capacity Analysis* first established in 1997 to guide analysis for future bond activity. Because of changes in District buildings and practices, modifications to the methodology have periodically been undertaken.

##### Existing Methodology

- a) Elementary
  - i) Classify rooms as classroom, specialized space, administration, or smaller than 450 s/f.
  - ii) Depending on classification, spaces are either loaded to the current staffing ratio (24.2) or are exempt from loading (0).
  - iii) The use of staffing assures that there will be, on average, 1 classroom per classroom teacher.
  - iv) Loaded rooms include regular classrooms, and any space that could function as a classroom but is either empty, a non-essential use, or in use by an otherwise exempt classification solely because it is available.
  - v) Rooms that are exempt from loading are rooms used for administration, pull-outs (Music, Art, gym, computer labs) or any district-level programs such as preschool, special

education, or ESL. Rooms smaller than 450 s/f are also exempt. Typically, there are limits to the number of spaces that can be applied toward each exempt use (i.e. 1 art room).

b) Secondary

- i) Classify rooms as classroom, specialized space, administration, or smaller than 450 s/f.
- ii) Depending on classification, rooms are either loaded according to the levels contained in the *Multi-basis Capacity Analysis* or are exempt from loading. The *Multi-basis Capacity Analysis* established classroom loading of 29 for middle and 31 for high school while loading for certain specialized rooms as determined by the principal.
- iii) A scheduling efficiency rate is applied to all secondary capacity to address the difficulty of filling rooms to 100% in the master schedule. The middle rate is .75 while the high school rate is .9.
- iv) Loaded rooms include regular classrooms and most specialized spaces such as gyms, art rooms, tech rooms, etc. Also considered are spaces that could function as a classroom but are empty or in use by an otherwise exempt classification solely because they are available.
- v) Rooms exempt from loading are rooms for administration, rooms smaller than 450 s/f, district programs (i.e. special ed or ESL) and some specialized spaces that are reserved for uses other than regular instruction such as cafeterias, stages, IMC's.

## Attachment I

### **Capacity of schools - describe the process we are working through to revise the capacity methodology**

Currently, Phase 1 of the Capacity is being completed. This involved district staff identifying areas of concern in the existing methodology, such as the space requirements of newer programs and the load factors currently used for each classroom. This process was aided by site visits to schools and discussions with their principals over the summer. Phase 2 will begin this February and involves the formulation of potential alternatives to address identified areas of concern. These findings will then be presented to senior BVSD administration for discussion. The final phase, Phase 3, will occur in March and will provide an opportunity for a community task force to review the proposed changes and comment. Final implementation should occur in April in to order to provide guidance to the Design Advisory Teams (DAT's) that will begin their advisory role for individual school bond construction projects.



July 1, 2014

TO: Bruce Messinger, Ph.D., Superintendent

FROM: Glen Segrue, Senior Planner

RE: Louisville Elementary Decision Timeline

The purpose of this memorandum is to update you concerning the information gathering requirements and time needed to process potential mitigation measures for enrollment growth at Louisville Elementary School.

The first phase will be to collect data to determine an accurate enrollment count for Louisville Elementary School. The first fully reliable data-set is available in mid-November when the Colorado Department of Education (CDE) audit of data collected on October 1 is distributed. I will analyze these data to gauge initial enrollment change and identify geographically where enrollment growth or decline is occurring. A key observation for Louisville Elementary at this time will be to gauge the effectiveness of the 2013 decision to open up two more rooms for regular instruction by relocating the preschool to Fireside and converting the computer lab to a regular classroom.

By mid-January, I will develop the annual one-year enrollment projections for all schools at the individual school level. With this information, a more in-depth profile of Louisville Elementary itself can be assembled with a summary of findings available by early February. This summary would include:

- Impact of enrollment growth on capacity and classroom utilization,
- Updated 5-year enrollment projection based on the most current trend,
- An evaluation of the resident student growth in "Old Town" and real estate activity,
- A measure of the significance of 2007 birth "bubble" and kindergarten trends,
- An evaluation of future enrollment growth potential and
- Potential temporary and permanent mitigation options if necessary.

The summary of findings and mitigation options would be shared with the Superintendent's Cabinet. Cabinet would review options with an eye on not enlarging the Louisville Elementary enrollment any further and consider the need for continued temporary relief, such as new program changes or mandatory bussing for new students or permanent relief such as boundary changes.

A mitigation proposal would be developed in March. The type of mitigation option selected will determine if public processing and board approval are necessary. Program changes could be implemented administratively without public processing or board approval. For more impactful mitigation options such as bussing or boundary changes, the district will conduct public forums to gather input from the community.

Input from the public forums would be considered and any necessary modifications to the mitigation plan made. Public forums should be complete by the end of April.

Should boundary changes be the selected course of action, the scenarios reviewed in the public forums would be presented to the Board in May at a regular meeting where there would be additional opportunity for public comment. Board of Education approval is required for boundary changes. All other changes can be implemented administratively. If required, board action would be targeted prior to the last meeting in June.

Thank you.

cc: Don Orr

## Attachment K

### Status of Summer Reading Program

*From Beth Barrett (Library):*

*We want to determine if reading over the summer really does make a difference in preventing the “summer slide” in kids’ reading ability. Although librarians all suspect that programs like ours really do make a difference, there’s a paucity of information out there about it. It is complicated because student privacy must be protected, and we’re working with two different, unrelated entities. We partnered with BVSD because they had reliable testing data, which was beyond the scope of librarians to accomplish. Here’s a little history on how we came to this point:*

*From parents and children we hear anecdotally each year that reading through the summer reinforces the reading skills of beginning readers. In an attempt to verify that, area municipal public libraries joined forces with BVSD in the 2012-13 academic year to analyze student performance data to study that question.*

*The public libraries in Boulder, Broomfield, Lafayette, and Louisville took part. We started small, targeting one elementary school per city, and focusing on students in K-3. BVSD collected reading scores of those children whose parents agreed to participate in the study at the end of the 2012-13 academic year, and compared them to reading levels for those same students when they returned after summer break, at the beginning of the next school year.*

*The results were inconclusive, mostly because there was not uniform participation by families, and also because the reading programs at various public libraries varied in length and measurement. We learned a lot and pledged to revise our strategy accordingly for the following summer.*

*Unfortunately, BVSD changed its assessment tool in the 2013-14 school year, meaning that we could not use the first year’s data to compare with our results in the second year. As a consequence, we decided to wait a year and try again, resolving to start early in the 2014-15 academic year to hash out issues and to decide on a uniform approach to Summer Reading in the participating public libraries.*

*So far we have been unable to get a commitment from District-level staff to begin planning for this year. Summer Reading planning begins in earnest here in Louisville in*

*February, as is the case in the other public libraries. There are a number of sizeable hurdles to overcome, both on the libraries' side as well as on the school district's, which make the project seem unlikely to happen again this year.*

*At this point, I'm doubtful we can carry out any sizeable study for 2014-15. Perhaps our best bet, providing we could get cooperation from BVSD, would be to focus on a single school and use that as a test case. If that's successful, and if we could get buy-in from BVSD, we could enlarge the study next year.*

### **BVSD Response:**

This project was unable to get traction within the district due to the variability of each community library's summer programming structure and, if working with all BVSD community libraries, still has many variables to overcome if it were to become a district research project. Narrowing to working with one library or ensuring all libraries have common summer programming would make this project more feasible.

### **Below are our hesitations and considerations:**

- The summer reading programs and definitions within the program need to be consistent between libraries. They were all different, therefore the project is difficult to complete because of the variables within the data.
- The assessment tool: iReady & iStation are valuable for assessing reading skills. The summer program focuses on developing/keeping the enjoyment of reading. iReady and iStation don't measure levels of enjoyment. They may not work here because the public library summer reading program isn't an "intervention" for students to develop reading skills. These assessments can measure if students stay at the same performance level or have increases in performance levels, which could indicate lack of summer slide.
- Consider research on how other library/school districts around the country completed projects like this--especially how their research made the assessment connection between summer reading program participation and "summer slide" for reading ability.
- BVSD would consider a scaled down version of a study with one library and one or two schools. Clear goals and aligned assessments would need to be identified.



6500 East Arapahoe, PO Box 9011  
Boulder, CO 80301

**Planning Office**  
303-245-5794  
Fax: 303-447-5118  
[www.bvsd.org](http://www.bvsd.org)

January 20, 2015

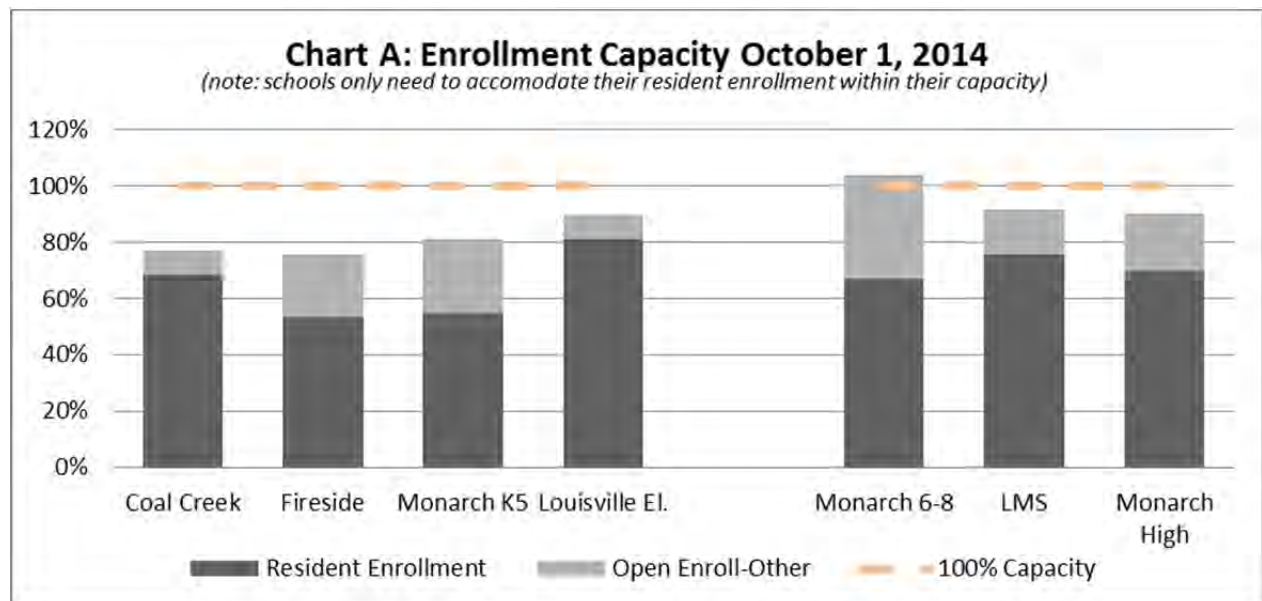
City of Louisville  
Dept. of Planning and Building Safety  
Attn: Sean McCartney  
749 Main St.  
Louisville, CO 80027

RE: DELO Phase 2 FDP (revision 2)

Dear Sean:

Thank you for submitting DELO Phase 2 FDP revision 2 materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.





The revised DELO Phase 2 FDP application proposes to add 130 apartment and 5 townhome units with an anticipated student impact of 13 students on Louisville Elementary, 4 students on Louisville Middle, and 5 students on Monarch High school feeder.

When considering DELO Phase 2 FDP, all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

**CHART B**

School	Capacity	Enrollment 2014-15	Projected Enrollment				
			2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	629	652	677	697
% Capacity		90.1%	90.1%	97.0%	100.6%	103.0%	107.6%
Louisville M.S.	691	632	639	643	661	669	675
% Capacity		91.5%	92.4%	93.1%	95.7%	96.8%	97.7%
Monarch H.S.	1833	1,663	1,684	1,726	1,792	1,802	1,800
% Capacity		90.7%	91.9%	94.2%	97.8%	98.3%	98.2%

*Projection notes and assumptions:*

- Capacity methodology held over from 2012 and currently under review.
- Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.
- Only the impacts of housing units expected during projection period are included.
- Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.
- Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.
- Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.

Recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. In addition, the preschool program at the school has been relocated to Fireside Elementary in the 2014-15 school year and the current computer lab space has been converted for classroom use. At present, approximately 48 open enrolled students occupy seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at [glen.segrue@bvsd.org](mailto:glen.segrue@bvsd.org).

Sincerely,

Glen Segrue, A.I.C.P.  
Senior Planner

# ATTACHMENT A: Planned Residential Development and Student Yield

Monarch High Feeder Schools (revised 1/27/15)

ELEM Att. Area	Unbuilt Residential Units*						Elem Yld	MS Yld	HS Yld
	SFD	Dup	Twnhm	Condo	Apt	All			
<b>COAL CREEK</b>									
<b>Platted or Under Construction</b>									
Copper Hill	2	0	0	0	0	2	1	0	0
Village Square	0	0	0	0	111	111	10	3	4
	2	0	0	0	111	113	11	4	5
<b>Eldorado K-5</b>									
<b>Platted or Under Construction</b>									
CALMANTE	33	0	0	0	0	33	10	5	7
	33	0	0	0	0	33	10	5	7
<b>Louisville El.</b>									
<b>Platted or Under Construction</b>									
917 Main St	0	2	0	0	0	2	0	0	0
Blue Sage	51	0	0	0	0	51	15	8	10
Coal Creek Station	0	51	0	0	0	51	10	4	4
Concord Partners LLC	6	0	0	0	0	6	2	1	1
DELO Phase I	0	0	55	0	0	55	7	3	4
DELO Phase II	0	0	5	0	135	135	13	4	6
North End	13	12	0	60	0	95	10	4	10
North End Phase II	29	0	6	36	0	71	11	5	10
Parbois Place	1	0	0	0	0	1	0	0	0
Steel Ranch South	0	0	4	0	0	4	0	0	0
The Lanterns	0	24	0	0	0	24	5	2	2
<b>In Development Review</b>									
Alkonis	24	0	0	0	139	163	19	8	10
North End Phase II	0	0	0	37	0	37	2	1	4
North End Phase III	18	0	0	0	0	18	5	3	4
North End Phase IV	10	0	0	0	0	10	3	2	2
	152	89	70	133	274	723	102	44	67
<b>Monarch K-5</b>									
<b>Platted or Under Construction</b>									
Coal Creek Crossing	53	0	0	0	0	53	15	8	11
Discover Office Park	0	0	23	0	0	23	3	1	2
Superior Town Center	0	0	643	0	0	643	77	32	51
<b>In Development Review</b>									
Superior Town Center	179	201	0	356	0	736	111	50	87
Varra Estates	11	0	0	0	0	11	3	2	2
	243	201	666	356	0	1,466	210	93	154
	430	290	736	489	385	2,335	332	146	232

\*lots unbuilt as indicated in parcel records as of 12/01/13 and periodic site inspections

1/27/2015

